

EMPLOYMENT CONTRACT

between

CITY OF LINWOOD BLUE COLLAR

and

TEAMSTERS LOCAL #331

International Brotherhood

of Teamsters

Effective: January 1, 2011 to
December 31, 2013

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COLLECTIVE BARGAINING AGREEMENT

ARTICLE 1 - PARTIES, PURPOSE, CONSIDERATIONS

(1) THIS AGREEMENT is entered into as of the 1st day of January, 2011, between CITY OF LINWOOD (hereinafter referred to as the "CITY") and the **TEAMSTERS UNION LOCAL 331**, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "UNION").

(2) WHEREAS, the parties hereto desire to establish the standards and hours of labor, rates of pay, and other conditions under which the employees classified herein shall work for the CITY during the life of this Agreement and thereby promote a relationship between the parties hereto providing for harmonious cooperation and mutual benefits.

(3) NOW, THEREFORE, in consideration of the performance in good faith by both parties, individually and collectively, of the terms and conditions of this Agreement, and intending to be legally bound thereby, the parties agree to and with each other as follows:

ARTICLE 2 - UNION RECOGNITION

The CITY recognizes the UNION as the sole and exclusive collective bargaining representative for the employees whose classifications

are set forth herein, employed by the CITY, within the geographical jurisdiction of the UNION.

ARTICLE 3 - NO DISCRIMINATION

(1) The CITY and the UNION agree that the provisions of this Agreement shall apply equally to all employees and that there shall be no intimidation, interference of discrimination because of age, sex, marital status, race, color, creed, disability, national origin, political affiliation/activity, UNION activity, or private conduct which does not interfere with the employee's ability to perform their duties, which is permissible under law.

(2) It is agreed that alleged violations of this Article shall be subject to review by appropriately established administrative or judicial forums, and only if no such forum exists shall they be subject to the grievance procedure set forth herein.

(3) The UNION, members and, agents shall not discriminate against, interfere with, restrain or coerce any employee, covered under this agreement, who are not members of the UNION.

ARTICLE 4 - EXTRA AGREEMENTS/CONTRACTS

The CITY agrees not to enter into any other agreement or contract, written or oral, with their employees, individually or collectively, which in any way conflicts with the terms and

provisions of this Agreement.

ARTICLE 5 - CHECKOFF

(1) Dues and Initiation Fee: It is understood and agreed between the CITY and the UNION that the CITY will deduct any back unpaid UNION dues and initiation fees owed the UNION (provided such indebtedness for dues or initiation fees were incurred during employment with the City) as well as current monthly dues and initiation fees, from the paycheck of all employees who have signed proper legal authorization for such deductions and who are covered by this Agreement, on the last pay period of the month proceeding the current month for which union dues and initiation fees are due in the UNION. The CITY further agrees to remit to the Secretary-Treasurer of the Union, immediately after the final checkoff each month, all union dues and initiation fees deducted from the paychecks of employees covered by this Agreement.

(2) The CITY agrees to implement an agency shop in accordance with Chapter 477 of the Laws of 1979, with a representation fee for non-members equivalent to 85% of the regular membership dues, fees and assessments. The UNION, in exchange for the implementation of said agency shop, hereby agrees to hold the CITY harmless against any and all claims or suits, or any other liability occurring as a result of the implementation of this agency provision.

(3) The initiation fee for Teamsters Union Local #331 will begin to be deducted after the employee has worked 30 days and has received their 30 day evaluation. No dues payment will be required until the employee completes their 90 day probationary period.

(4) **Teamsters Union Local No. 331 Political Action and Social Fund:** Upon receipt of written authorization for deductions from wages, the CITY agrees to deduct from the wages of employees their contribution to the Teamsters UNION Local 331 Political and Social Fund, or such similar organizations as may be requested by the UNION. The CITY will make deductions on a bi-weekly basis as provided in the authorization, and will forward the amounts deducted to the Teamsters UNION Local 331 Political and Social Fund, 1 Philadelphia Avenue, Egg Harbor City, NJ 08215 on a monthly basis. No such authorization shall be recognized if it is in violation of state or federal law. No deduction shall be made if it is prohibited by law.

ARTICLE 6 - INSPECTION PRIVILEGE

(1) It is agreed that UNION duties and activities will not be carried on during work, except as provided for in this Agreement. UNION officials shall have the right to enter the premises to satisfy themselves that this Agreement is being observed.

(2) The business agent of the UNION or their representatives shall have the right to examine time sheets and other records pertaining to the computation of compensation benefits of any individual whose pay is in dispute.

(3) The UNION shall have the right to post UNION notices on available bulletin boards used for general purposes and/or those normally used to post notices to employees.

ARTICLE 7 - STEWARDS

(1) The CITY recognizes the right of the UNION to designate shop stewards and alternates in accordance with present practice.

(2) The authority of shop stewards and alternates so designated by the UNION shall be limited to, and shall not exceed, the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- B. The collection of dues when authorized by appropriate UNION action.
- C. The transmission of such messages and information which shall originate with, and are authorized by the UNION or its officers, provided such messages and information:
 - (a) Have been reduced to writing, or
 - (b) If not reduced to writing, are of a routine nature and do not involve work stoppages, slow down, refusal to handle goods, or any other interference with the CITY's business.

(3) Shop stewards and alternates have no authority to take strike action, or any other action interrupting the CITY's business.

(4) The CITY recognizes these limitations upon the authority of shop stewards and their alternates, and shall not hold the UNION liable for any unauthorized acts. The CITY in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement.

(5) Stewards shall be permitted to investigate, present and process grievances on or off the property of the CITY, without loss of time or pay.

ARTICLE 8: PROTECTION OF RIGHTS

(1) Picket Lines: It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, against any employee, in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind a primary picket line, including the primary picket line of UNIONS party to this Agreement. If any employee exercises their right to refuse to go through or work behind any such primary picket line, such employee shall not be temporarily or permanently replaced or laid-off because of such

action, except for emergency situations affecting the health and safety of the City or its residents.

(2) Struck Goods - It shall not be a violation of this Agreement, and it shall not be a cause for discharge, disciplinary action, replacement of any kind or layoff if any employee refuses to perform any service which the CITY undertakes to perform as an ally of an Employer whose employees are on strike.

ARTICLE 9 - NON-UNION PERSONNEL

No non-union personnel shall perform the duties done ordinarily by employees in the bargaining unit except for purposes of instruction and/or bona fide emergencies.

ARTICLE 10 - HIRING EMPLOYEES

(1) The CITY shall have the right to hire employees from any source, and when in need of employees, in addition to posting and advertising, will notify the UNION for referrals.

(2) The CITY will select and employ qualified persons without regard to age, sex, race, color, creed, national origin or handicap and ensure equal employment opportunities throughout their CITY employment.

(3) The CITY Solicitor is responsible for interpreting the

provisions of this policy and procedure.

(4) Every member of the Linwood CITY Council and each supervisor (department head) is responsible for adhering to the intent and terms of this policy.

(5) Prior to commencing city employment, a candidate for employment must submit, satisfactorily, to a medical physical completed by the City Physician..

(6) Evidence of citizenship, such as a birth certificate or naturalization papers, will be required. In the case of a noncitizen, evidence of the individual's immigrant alien status, indicating the applicant has applied for permanent United States residence, will be required.

(7) Every new employee shall be on probation for a period of ninety (90) days.

(8) When there is a change in the bargaining unit, the CITY shall furnish the UNION with a written list of all employees employed during the previous month, and those retained during the said month after the probationary period.

ARTICLE 11 - LAYOFF NOTICE

(1) The CITY will give all regular employees two (2) weeks notice of layoff for lack of work or pay in lieu thereof.

(2) All regular employees whose services are no longer required or have been given the proper leave notice shall receive severance pay in accordance with the following schedule; regular part-time employees working twenty (20) or more hours and with service of two (2) years or more will receive benefits on a prorated basis.

<u>Years of Credited Service</u>	<u>Severance Pay</u>
Up to 6 years	1 week
6 - 10 years	2 weeks
Over 10 years	3 weeks

(3) Reasonable time off will be given, without pay not to exceed five (5) working days, for the purpose of seeking employment; unless the employee has accrued personal or vacation time which he/she opt to use. This time shall be granted to an employee during the notification period.

(4) Vacation and sick time shall accrue at the applicable rate during the notification period.

(5) Layoffs will not occur as a result of other bargaining unit's arbitration decisions.

ARTICLE 12 - GUARANTEED WORK WEEK

(1) All regular full-time employees excluding the Police Secretary shall be guaranteed forty (40) hours of work each week, eight (8) hours per day, excluding lunch period between 12:00-12:30, five (5) days per week, Monday through Friday inclusive. No work shall be performed during the lunch period, other than responding to an emergency call, in which case the employee shall complete their lunch period after responding to the call.

(2) The Police Secretary shall be guaranteed thirty-five (35) hours per week, seven (7) hours per day, excluding lunch period, five (5) days per week, Monday through Friday inclusive.

ARTICLE 13 - DISCIPLINE

(1) The CITY shall not discharge nor suspend any employee, until the case has been discussed with the Business Agent of the UNION in person, except where the provisions of this Article provide for immediate discharge. A representative of the UNION must be in personal contact with the CITY within twenty-four (24) hours after notice by fax to the UNION and a meeting with the CITY within forty-eight (48) hours of the discharge or suspension, delivered during working hours from Monday to Friday inclusive. If there is no response by a UNION representative within the twenty-four hour period or the CITY and UNION are unable to resolve the proposed action, the CITY may take appropriate action subject to appeal through the grievance procedure. Before a discharge or

suspension, the CITY must first have given at least three (3) written warning notices of the complaint against such employee to the employee, with a copy to the UNION. No warning notice need be given to an employee before they are discharged or suspended if the cause of such discharge is:

- A. Calling an unauthorized strike or walkout.
- B. Drunkenness, drinking during working hours (including lunch time) or being under the influence of liquor or illegal drugs during working hours (including lunch time).
- C. Proven theft or dishonesty.
- D. Unprovoked assault on a CITY's representative during working hours.
- E. Willful conduct intended to damage equipment or injure fellow employees or third parties.
- F. While there are pending criminal charges against the employee including offenses of the fourth degree.

(2) The warning notice as herein provided shall not remain in effect for a period of more than three (3) months from the date of said warning notice. Discharge must be for just cause after written notice to the employee and the UNION. Any employee may request that the UNION investigate their discharge, suspension, or warning notice. Should such investigation reveal that an injustice has been done to an employee, they shall be reinstated as provided for in this Agreement, or the warning notice withdrawn.

(3) Upon discharge, the CITY shall pay all money due to the employee at that time. Upon quitting, the CITY shall pay all money due to the employees on the pay day of the CITY following

such quitting.

(4) If an employee is discharged or suspended as provided for in this Article, pending final disposition of said discharge or suspension, the CITY will continue to make the required contribution for their group health and life insurance benefits.

(5) Uniform rules and regulations with respect to disciplinary action or CITY procedures may be drafted by the CITY provided they do not conflict with any provision of this Agreement and are approved by the UNION. Such approved rule and regulations when posted in a conspicuous place in the company shall be binding upon the CITY and the employees.

ARTICLE 14: VOLUNTARY SEPARATION

(1) If an employee gives two (2) weeks notice when he/she intends to resign, he/she shall be paid for any accrued vacation time, prorated from the current year.

(2) If the employee does not give the proper two (2) weeks' notice of his/her intention to resign, he/she automatically forfeits any entitlement under Section 1 above.

ARTICLE 15: GRIEVANCE PROCEDURE

(1) The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

(2) Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally through his/her UNION representative with any appropriate member of his/her Department.

(3) With regard to employees, the term "grievance" as used herein means an appeal by any individual employee or a representative of the UNION on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting the terms and conditions of employment.

(4) With respect to employee grievances, no grievance may proceed beyond Step (4) herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by Statute or Administrative Regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be

processed beyond Step (4) herein.

(5) The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

Step 1: The employee through the UNION representative shall institute action under the provisions hereof within fifteen (15) calendar days after the event giving rise to the grievance has occurred or knowledge thereof, and an earnest effort shall be made to settle the differences between the UNION representative and the Supervisor for the purpose of resolving the matter informally. Failure to act within said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance.

Step 2: If no agreement can be reached orally within ten (10) work days after the initial discussion with the Supervisor, the employee through the UNION representative may present the grievance in writing within ten (10) work days thereafter to the Supervisor or his/her designated representative. The written grievance at this step shall contain the relevant facts, the applicable section of the contract violated, and the remedy requested by the grievance. The Supervisor or his/her designated representative will answer the grievance in writing within ten

(10) working days after receipt of the written grievance.

Step 3: If the UNION wishes to appeal the decision of the Supervisor, such appeal shall be presented in writing to the City administrator, within twenty (20) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The city administrator shall respond, in writing, to the grievance within twenty (20) working days of the submission. The Union may request a hearing of the grievance within ten (10) working days after the grievance has been submitted in writing.

Step 4: If the Union wishes to appeal the decision of the city administrator, such an appeal shall be presented in writing to Council person in charge of the department or his/her designee within ten (10) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Council person in charge of the department or his/her designee shall respond, in writing, to the grievance within thirty (30) working days of the submission. The Union may request a hearing prior to the Council person in charge of the department or his/her designee's decision.

Step 5: If the grievance is not settled through Steps 1, 2, 3 and 4 either party shall have the right to submit the dispute to

arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within twenty (20) working days after receipt of the response from the Council person in charge of the department or his/her designee. The costs for the services of the arbitrator shall be borne equally by the CITY and the UNION. Any other expenses, including but not limited to the presentation of witness, shall be paid by the parties incurring same.

(4) The parties direct the arbitrator to decide, as a preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

(5) Upon prior notice to the supervisor, the designated business representative of the Union shall be permitted as members of the Grievance Committee to confer with the employees and the City on specific grievances in accordance with the grievance procedure set forth herein during work hours of the employees, without loss of pay, provided the conduct of said business does not diminish the

effectiveness of the employees or require the recall of off-duty employees.

(6) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed there under, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE 16: SENIORITY

(1) In all cases of any decrease or increase in the work force and for promotion, the main factor to be considered will be the length of continuous service with the CITY. In the cases of promotion, other factors will also be considered in addition to those listed herein, namely current position and job performance and qualifications for the position. In each instance a determining factor shall be ability and necessary qualifications

to perform the particular job.

(2) It is understood that seniority shall be unit wide for regular full-time employees.

(3) The list of employees rated according to seniority is attached hereto and made a part of this Agreement. When there is a change, the CITY will supply the UNION and the shop steward with a list of all additions or deductions from the seniority list. The CITY shall keep posted in a conspicuous place a list of employees showing the seniority date of each. The seniority list shall be prepared from information on file in the personnel department.

(4) Probationers shall obtain seniority after ninety (90) days of employment. In cases of layoffs, the CITY shall lay off probationers before putting into effect the seniority policy, as stated above. Probationers, after having fulfilled ninety (90) days continuous service, shall date their seniority from the date they were first employed.

(5) When it becomes necessary to lay off employees, the CITY will notify the shop steward and the UNION of the names of the employee(s) to be laid off, at least one (1) working day in advance of notification to the employee (s) . The shop steward

shall use this information only for the purpose of checking the seniority list and of consulting with management when there appears to be reason to disagree with the selection of employees to be laid off. The shop steward shall keep this information confidential until the employee has been notified.

(6) For the purpose of layoff and recall, all shop stewards shall have top ranking seniority (during the term of their office), irrespective of actual length of service.

(7) There shall be no preference of jobs to employees in the same job classification at any time, except when hours of work are involved, in accordance with this Agreement.

(8) Seniority shall terminate:

- (A) When an employee is discharged.
- (B) When an employee voluntarily quits his/her employment.
- (C) At the end of thirty-six (36) months after an employee is laid off for lack of work.
- (D) When an employee does not return to work on or before the expiration date of his/her authorized leave of absence.
- (E) Any employee who does not return to work, after fourteen (14) days or who does not reply to a written notice within twenty-four (24) hours will be passed for that job and the next senior employee will then be called. The original employee, however, will not lose his/her place on the seniority list and will be called for the next available job.

(9) When an opportunity for a regular job exists, the CITY shall post a notice announcing such a job opportunity.

(10) Bids for the job must be made by signing the posting within three (3) working days after the day the job is posted. If none of the employees who apply for the job have the ability and necessary qualifications to efficiently perform the work of the particular job, the CITY may select any person for the job in accordance with the seniority provisions. The job vacated by any employee who receives the job opening shall be filled in the same manner.

- (A) An employee who through a legitimate bid received the job posted, cannot be bumped off by another employee at any time except by a senior employee whose job is abolished and who is capable of performing efficiently and fulfilling adequately the job requirements.
- (B) Any employee placed on the job which was duly posted and which was not bid off within the three (3) working days stipulated shall have this job as their own as if they had bid it off.
- (C) During the bidding period, the CITY will attempt to place temporarily on the job the employee who may eventually get the job.

(11) When an employee is absent such employee's job shall be filled on a day by day basis with either an employee in that division or a new employee.

(12) When an opportunity for a temporary job exists, it shall be posted in the same manner as if the job were a regular one; provided, however, that the word "Temporary" be written on the notice for bid. Any employee who accepts such a temporary job will be given the same consideration in holding this job as given

to an employee who bids off a regular job, except that when the regular employee returns to work, the temporary employee will return to his/her regular job. An employee working in any classification on a temporary job bid will be the first to be laid off from the classification in case of a layoff in the classification and will return to his/her permanent job.

(13) Whenever an employee who loses his/her permanent job and has seniority, such employee must select another job within three (3) working days from the time he/she loses his/her original permanent job.

(14) An employee may hold only one (1) permanent and one (1) temporary job at the same time.

(15) Layoffs in which employees may bump are limited to those caused by lack of work due to business conditions.

(16) When a layoff is made, the employees will be laid off on the basis of their seniority. However, if an employee to be laid off holds a job no senior employee can fill, such employee will be retained and the next senior employee laid off in their place.

(17) Employees laid off for lack of work, when called back to work, shall be re-employed in the order of their seniority and in

accordance with seniority provisions set forth herein.

ARTICLE 17 - SCHEDULE AND OVERTIME

(1) The work week shall consist of five (5) consecutive days, Monday through Friday, eight (8) hours per day. Normal work hours shall be 7:00 to 3:30 PM Monday through Friday.

During the Summer on days of extreme heat conditions the work hours shall be 6:00AM-2:30PM. Extreme heat shall be defined as conditions resulting in a heat index of 100 degrees Fahrenheit or above and shall be determined at the discretion of the Mayor in consultation with the Superintendent of Public Works.

(2) For all work performed on Saturday or Sunday, the employee shall be paid at the rate of one and one-half (1 1/2) times the rate for the job.

(3) For all hours worked on Holidays, an employee shall be paid at the rate of one and one-half times the rate for the job in addition to the Holiday.

For all hours worked on Thanksgiving and Christmas, an employee shall be paid at the rate of two (2) times the rate for the job in addition to Holiday pay.

(4) For all hours worked in excess of eight (8) in a day, an employee shall be paid at one and one-half (1 1/2) times the rate

for the job. For all hours worked in excess of forty (40) per week, an employee shall be paid at one and one-half (1 1/2) times the rate for the job.

(5) An employee is entitled to receive cash compensation or compensatory time off at his/her option for all overtime hours in accordance with the Fair Labor Standards Act and shall use all compensatory time no later than September 30 of the following calendar year.

(6) Employees working on a continuous shift operation or considered essential personnel shall be granted compensatory time off when other employees are granted time off because of emergencies such as snow.

(7) When authorized by the Department Head, persons working in higher classifications will be paid in the higher classification for all hours in said performance.

(8) Call-In Pay. In all instances employees are guaranteed two (2) hours minimum compensation for each call in, regardless of the number of hours worked. In the event that an employee has been called into work in addition to his/her regularly scheduled shift, that employee shall be paid at the applicable over-time rate only to the extent that the hours worked do not coincide with the

employees regular work shift.

(9) If snow removal is being done during normal working hours, employees will be paid at their hourly straight-time rate. A meal allowance not to exceed Five Dollars (\$5.00) per employee for lunch and Ten Dollars (\$10.00) per employee for dinner shall be allowed. A meal allowance not to exceed Five Dollars (\$5.00) per employee for breakfast, if the employee is called in before 6:00 A.M.

(10) During times of snow removal and sanding, the CITY will carry a minimum of one (1) man per truck. In the case of a declared emergency in the City, the City will carry a minimum of two men per truck. Employees will be permitted to take rest breaks when necessary.

(11) Standby Pay: In the event that an employee is authorized and required to be on standby or wear a beeper or other similar electronic device, they shall be compensated for the following flat rate schedule. In case of emergency, the supervisor will notify the employee who will be placed on standby on the basis of seniority.

8 hour standby shift - \$7.00 per shift
16 hour standby shift - \$12.00 per shift
24 hour standby shift - \$17.00 per shift

The Superintendent of Public Works will continue to exercise care in determining whether and when to place employees on stand-by status, and to call them into work. In making the decision to place employees on stand-by and to call them into work, the Superintendent will take into consideration road conditions, and the safety of employees in travelling in those conditions from their home to the Public Works Facility.

ARTICLE 18 - TRANSFER RATES

Employees permanently transferred from one job to another, unless they are already receiving rates equivalent thereto, shall receive, in addition to their regular pay, the differential shown on the schedule of minimum wage rates between the rate for their regular job and for the job to which they are being permanently transferred; employees temporarily moving from a lower pay rate job to a higher pay rate job will receive the pay of the higher rate job. Employees temporarily moving from a higher rate job to a lower rate job will receive the pay of the higher rate job.

ARTICLE 19 - EQUAL PAY

Employees doing like work and having served like periods of time in such work shall receive the same rate of pay, regardless of sex.

ARTICLE 20 - HOLIDAYS

(1) All regular employees will be entitled to receive eight (8) hours pay at the straight time rate for thirteen (13) holidays to be determined annually by Resolution of City Council.

(2) Personal Days. A personal day is to be used for the purpose of attending to personal obligations which cannot be addressed during normal working hours. Each employee shall be entitled to three (3) personal days without giving a reason therefor. Personal days are to be allotted on January 1 of each year. Under normal circumstances, employees are required to give 48-hours notice to their supervisor. Approval of such days will not be unreasonably denied. Personal days may not be carried over into the succeeding year. No personal day may be used to extend a scheduled vacation or holiday either at the beginning or end thereof unless the employee has obtained prior approval from his/her supervisor.

ARTICLE 21 - QUALIFICATIONS FOR HOLIDAYS

Straight time according to the regular work schedule shall be paid for regular full-time employees for holidays (not worked) subject to the following conditions.

- (A) When a holiday falls on a Saturday, it will be observed on the Friday prior to the holiday.
- (B) When a holiday falls on a Sunday, it will be observed on the following Monday.

ARTICLE 22: VACATIONS

(1) An employee during his/her first year of employment shall be entitled to a maximum of six (6) days of paid vacation which shall accrue as follows:

One (1) day at the end of the seventh (7) month one (1) additional day at the end of each subsequent month, up to and including the twelfth (12th) month.

(2) The vacation period shall be from the anniversary date of employment for each year, allotted on January 1 of each year. Employees who leave their employment, will be obligated to repay the CITY for days taken and not earned.

<u>Years of Service</u>	<u>Vacation Days</u>
1-7	10
8-14	15
15 or more years	20

Upon ratification of this agreement anyone who has over 20 days vacation is grandfathered with number of days they receive presently.

(3) Unused vacation time can only be carried into the following year.

(4) An employee who becomes ill during his/her vacation, will not be charged vacation leave, but rather sick leave for the period of

illness provided he/she furnish satisfactory proof of such illness to the CITY upon their return to work.

(5) Employees requesting a full week of vacation, providing proper notice has been given, shall have the option of having his/her vacation pay tendered on a regular payday prior to leaving.

(6) In the event that a holiday shall occur during a vacation week, an employee shall receive an extra paid day off.

(7) Any employee who has resigned, quit, or been discharged shall receive all vacation pay up to the date of their termination, pro rata.

ARTICLE 23 - SICK LEAVE

(1) All permanent full-time employees shall be entitled to sick leave with pay based on their years of service.

(2) Sick leave may be utilized by employees when they are unable to perform their work by reasons of personal or family illness, accident or exposure to contagious disease.

(3) Sick leave with pay shall accrue to any full-time employee on the basis of one (1) day per month for the first year of employment and fifteen (15) days in every calendar year

thereafter. No employee shall be entitled to accumulate more than a total of two hundred (200) days of sick leave. Whatever sick time is currently in the bank will stay. However, upon termination from employment for any reason, no employee shall receive an amount greater than Fifteen thousand dollars (\$15,000.00) as payment for accumulated sick leave.

(4) If an employee is absent from work for reasons that entitle him/her to sick leave, the employee's supervisor or designated representative shall be notified as early as possible but no later than one (1) hours prior to the start of the scheduled work shift for which he/she is absent, except in the case of emergency. Failure to so notify may be cause for denial of the use of sick leave for the absence and may constitute disciplinary action.

(5) An employee who is absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating illness.

(A) The CITY may require an employee who has been absent on a long-term personal illness, as a condition of his/her return to work to be examined at the expense of the CITY by a physician designated by the CITY. Such examination shall establish whether, as a result of the employee's illness, the employee is capable of performing his or her normal duties and that his/her return will not jeopardize the health of the employees.

(6) An employee covered under the terms of his agreement who "retires" from CITY service under the Public Employee's Retirement System (PERS) shall be paid fifty (50) percent of accrued sick leave as limited under herein or upon employee's option, 100% of accrued sick leave may be used toward terminal leave. Employees with grandfathered sick leave shall be paid fifty (50) percent of accrued sick leave at the time of retirement or upon employee's option, 100% of accrued sick leave may be used towards terminal leave. The CITY may withhold payment of accrued sick leave until after January 1 of the succeeding year for budgetary purposes. Terminal Leave may be engaged by an employee upon retirement or permanent disability. In such case, all accumulated and unused sick days will be certified by the City's CFO. If Terminal Leave is engaged, the City shall maintain the individual as an employee on a full paid leave of absence basis until the certified time has expired.

(7) Once each year, on or before January 16th, the UNION shall be notified of the number of unused sick days to the credit of each UNION represented employee.

(8) During an occupational injury absence, the employee will receive the difference between his/her regular CITY salary and the payments from Workers' Compensation Insurance.

(9) The CITY agrees that any employee who uses less than four (4) sick days in any calendar year shall receive an incentive bonus of Three Hundred Fifty Dollars (\$350.00) to be paid by separate check no later than January 30th of the calendar year next following the year in which the bonus was earned. In order for an employee to be eligible for this bonus, the employee must be employed by the City for a minimum period of one (1) year; must not have been out of work for any unpaid leave during the year; must not have been out of work due to any other disability claim during the year.

(10) Any employee accruing more than five (5) unexcused absences within one (1) calendar year shall be guilty of excessive absenteeism. Any employee found guilty of excessive absenteeism will be subject to disciplinary action, which may lead to termination of employment.

ARTICLE 24 - REST PERIODS

There shall be two (2) fifteen (15) minute rest periods daily to be scheduled by the CITY. One shall be during the morning hours and one during the afternoon hours.

ARTICLE 25 - BEREAVEMENT LEAVE

(1) In the event of death of the employee's spouse, child, stepchild, parent or step-parent, the employee shall be granted

time off without loss of pay, in no event to exceed four (4) working days. Bereavement leave shall be taken within a twelve (12) day working period of the date of the funeral.

(2) In the event of death of the employee's in-laws, foster child, grandparents, sister, brother, grandchild or relative residing in his/her household, the employee shall be granted time off without loss of pay, in no event to exceed three (3) working days. Bereavement leave shall be taken within a twelve (12) working day period of the date of the funeral.

(3) In the event of death of the employee's aunt, uncle or cousin the employee shall be granted time off without loss of pay, in no event to exceed one (1) working day. Bereavement leave shall be taken within a twelve (12) working day period of the date of the funeral.

(4) The CITY may require proof of death.

ARTICLE 26 - JURY DUTY

An employee whose service in the capacity of a juror makes it impossible or impractical to work the hours necessary to earn the equivalent of forty (40) hours straight time pay in a regular work week, including the holiday, or the equivalent work hours, may make application to the CITY for the difference between jury duty pay received and their normal weekly earnings. The CITY agrees to pay such amount upon presentation of due proof by the employee of such jury duty.

ARTICLE 27 - LONGEVITY

(1) As of January 1, 2011 each employee shall be entitled to receive the longevity pay to which he or she was entitled during calendar year 2010. As of January 1, 2012 each employee shall be entitled to receive the longevity pay to which he or she was entitled during calendar year 2011. Each employee's longevity pay will be rolled into and will become part of his or her base salary and will remain part thereafter. However any additional longevity pay for existing or new employees will be permanently terminated commencing January 1, 2012 and thereafter.

ARTICLE 28- RETIREMENT

(1) Upon the retirement of any employee who has been employed by the CITY on a full-time basis for twenty-five (25) years or more, the CITY shall continue to pay single coverage primary health benefits for that employee until age sixty-five (65), at which time the CITY shall only provide supplemental hospitalization benefits.

(2) Upon the retirement of any employee who has been employed by the CITY on a full-time basis for twenty-five (25) years or more and who shall retire at age sixty-five (65) or older, the CITY shall pay all supplemental hospitalization benefits for only that employee at single coverage rates.

(3) The health benefits package payable to a retiree shall not exceed the benefits paid to a current employee for single coverage at the same level or job position.

ARTICLE 29- SUBCONTRACTING

The CITY shall maintain all rights to sub-contract any work within the CITY; however, should a sub-contract result in the layoff of any bargaining unit employee, the CITY shall comply with the requirements of Article XI, Layoff Notice and will discuss this thoroughly with the UNION.

ARTICLE 30 - INJURY LEAVE

During a period of occupational injury leave, the employee will receive the difference between their regular salary and the payments from workers' compensation insurance.

ARTICLE 31 - LEAVES OF ABSENCE

(1) Service Credit shall continue to accrue during paid leaves of absence provided under this Agreement, but shall not accrue during unpaid leaves of absence except for Military Leave. However, the employee shall be entitled upon their return from leave of absence without pay, to all service credits earned up to the date their leave commenced.

(2) Leaves of absence without pay and not to exceed six (6) months, may be granted for reasonable purpose, and such leave shall be extended or renewed for any reasonable period. Reasonable purpose in each case shall be agreed upon by the UNION and the CITY.

(3) Maternity leave and paternity leave shall be in accordance with the New Jersey Family Leave Act.

ARTICLE 32 - SEVERABILITY AND SAVINGS CLAUSE

(1) If any Article or Section of this Agreement or of any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

(2) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected shall enter into immediate collective bargaining negotiations, upon the request of the UNION,

for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties cannot agree on the replacement language within sixty (60) days after the beginning of the period of invalidity or restraint, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

ARTICLE 33 - EDUCATIONAL

(1) The CITY shall reimburse the cost of tuition for the employee who enrolls in courses in accredited institutions of higher learning providing that the course, credit and noncredit, in which they enroll shall bear a direct relationship to their present work assignment and shall be approved by the department head, council representative and CITY, which approval will not be unreasonably withheld. The City shall pay tuition fees for vocational schools provided that the same conditions applicable to courses at institutions of higher learning apply.

The rate of reimbursement, for full time employees, at a graduate or undergraduate level, shall not exceed \$70 per credit course together with the cost of the books necessary to obtain said credit during the employee's employment with the CITY.

(2) The number of credits per year for which an employee shall be

reimbursed shall not exceed twenty (20). Said reimbursement shall be paid to the employee within sixty (60) days after the employee has provided evidence that he/she passed the course with an "A", "B", "C" or a "P" in a "P/F" grading system.

(3) As a prerequisite for reimbursement, all credits must be related to the employee's job and must be approved by the Mayor and Council prior to employee's enrollment.

(4) The employee has the option to have this allowance as part of salary or paid in lump sum at the end of the year, as is the case with longevity and clothing allowance. However, all allowances are conditioned upon the direct relationship between the credits received and the employee's present work assignment.

(5) There shall be no retroactive application of this Article.

ARTICLE 34 - GENERAL CLAUSES

(1) The CITY shall furnish 11 changes of uniforms and maintain a Full Uniform Service acceptable to the Union as follows:

- 11 - pairs of shorts
- 11 - pairs of work pants
- 11 - short sleeve work shirts
- 11 - long sleeve work shirts
- Spring or fall weight jacket
- Winter weight jacket insulated Carhart quality
- Coveralls insulated Carhart quality
- Bib overalls insulated Carhart quality

Shorts may be worn the 2nd Monday in June through the 2nd Monday in September.

If any of the above listed items becomes damaged or unwearable it will be replaced by the City at no cost to the employees.

Boot purchases will be to each employees choice of boot - Construction style boot.

The City shall provide a \$300.00 allowance for boots and T-shirts per contract year. Employees must produce a receipt for the purchases. Employees are required to wear boots at all times while working. through out the year for all employees.

(2) Any employee whose position requires the C.D.L. will be reimbursed from the CITY for his/her license.

(3) The City shall provide prescription safety glasses.

ARTICLE 35 - GROUP HEALTH AND LIFE INSURANCE

(1) The CITY of Linwood shall provide health care protection as designated below. The CITY of Linwood shall provide New Jersey Direct 10 - New Jersey Health Benefits Program as well as coverage for prescription, dental and optical. The CITY shall provide Delta Dental to each employee who shall be responsible for a Ten Dollar (\$10.00) per month contribution. All employees hired after January 1, 1997, will pay sixty percent (60%) of the premium costs for other family members, and the CITY will pay the remaining forty percent (40%). The employee's contribution shall not exceed Two Hundred Dollars (\$100.00) per month for the first five (5) years of employment and thereafter, it shall be 0.

The Union and City will meet and agree to Increased Dental Plan,

if said program is economically feasible

(2) The CITY will continue the current life insurance program.

(3) The CITY may change providers so long as there is no reduction in benefits to the employees covered under the present health care and life insurance program listed above at no premium cost to the employee. If the CITY decides to change providers, they will notify the UNION and meet with the UNION, at their request, on this change at least 30 days in advance.

(4) Said Employee and or retiree in accordance with Article 35 may enroll or reenroll for their health benefits at any time during the calendar year if there is any change in circumstances to their outside healthcare for any reason and their salary will be recalculated. The City shall continue to provide NJ Direct 10/New Jersey' Health Benefits Program as well as coverage for prescription, dental and optical.

(5) If at any time during this agreement any City employee receives higher monetary benefit compensation, employees covered by this contract will receive the higher rate.

ARTICLE 36 - WAGES

	<u>1/1/11</u>	<u>1/1/12</u>	<u>1/1/13</u>
Laborer Probationary Period	\$33,600	\$33,600	\$33,600
Laborer Grade I	\$36,700	\$37,067	\$37,623
Grade II	\$42,970	\$43,400	\$44,051
Grade III	\$47,370	\$47,844	\$48,562
Grade IV	\$49,130	\$49,621	\$50,365
Equipment Operator	\$50,360	\$50,864	\$51,627
Foreman	\$54,330	\$54,873	\$55,696
General Supervisor	\$59,298	\$59,891	\$60,789
Police Secretary	\$44,525	\$44,970	\$45,645
Police Secretary Starting	\$23,000	\$23,000	\$23,000

ARTICLE 37 - MANAGEMENT RIGHTS

(1) The CITY hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

A. To the Executive Management and Administrative control of the City Government and its properties and facilities, and the activities of its employees;

B. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and to transfer employees;

C. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

D. To exercise complete control and discretion over the CITY's organization and the technology of performing its work;

E. To schedule employee work hours;

F. To take all necessary actions to carry out its mission in emergencies (emergencies are defined as a sudden unexpected occurrence requiring immediate and prompt action);

(2) The exercise of the above powers, rights, authority, duties or responsibilities of the CITY, the adoption of policies, rules, regulations and the use of judgment and discretion in connection therewith shall be subject to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

(3) Nothing contained herein shall be construed to deny or restrict the CITY of its rights, responsibilities and authority under Title 40 or any other national, state, county or local laws or ordinances.

ARTICLE 38 - FULLY BARGAINED PROVISIONS

(1) This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

(2) This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE 39
ALCOHOL AND DRUGS

A. Statement of Intent.

In keeping with the City's philosophy of maintaining the highest standards of professionalism in government, the City believes that it is in the best interest of its employees and the public in general to state its position in support of an alcohol-free and drug-free workplace. The use of alcohol and drugs can create serious and debilitating effects on an employee in the performance of his or her duties with a direct correlation to the quality of service to the needs of the public.

B. Regulations.

The Mayor and Council approve and adopt the following regulations regarding alcohol, narcotic drugs, and/or other controlled dangerous substances:

1. ON CITY PREMISES. Subject to the provisions of Subsection 13 herein, no alcoholic beverages, narcotic drugs and/or other controlled dangerous substances shall be brought onto, or consumed, distributed, dispensed, or manufactured within the confines of any of the City's municipal buildings, including its parks and recreational facilities.

2. CONSUMPTION AND USE. The consumption and/or use of alcoholic beverages, narcotic drugs, or any other controlled dangerous substances by any employee of the City during either regular or overtime working hours is strictly forbidden.

3. CITY VEHICLES. No alcoholic beverages, narcotics drugs and/or other controlled dangerous substances shall be carried, transported or consumed within any vehicle, or on any piece of equipment owned by or under control of the City.

4. OPERATION OF CITY VEHICLES. The operation and/or maintenance of any vehicle and/or equipment by any employee who is under the influence of alcoholic beverages, narcotic drugs or any other controlled dangerous substance to any degree whatsoever is expressly forbidden. This prohibition covers any employee who may report to work in an intoxicated condition or is found to be under the influence of narcotic drugs or any other controlled dangerous substances. The operation and use of vehicles and equipment includes, but is not limited to, any automobiles, trucks of whatever size or character, snow plows, spreaders, chain saws, power tools, lawn mowers, recycling equipment and any other equipment used and operated by any employee of the City.

5. REHABILITATION. If the City finds an employee to be under the

influence of alcoholic beverages, narcotic drugs or any other controlled dangerous substances while on duty, it will require the employee, at his or her expense, to participate in and satisfactorily complete an alcohol or drug abuse counseling, assistance or rehabilitation program through a State-approved and certified public or private health agency or hospital. Any employee participating in counseling, assistance or rehabilitation program shall return to the workplace only after submitting a written certification from the treating agency stating that the employee has satisfactorily completed the necessary rehabilitation requirements and is capable of returning to work.

6. REQUIREMENT FOR EXAM AND TESTING. All employees shall be subject to random drug testing as may be ordered at the sole discretion of the Mayor and or Department Head. All employees shall be subject to post accident drug testing. In addition, if the Mayor, City Administrator, or a department head has reasonable suspicion that an employee, while on the job, is under the influence of alcoholic beverages, narcotic drugs, or any other controlled dangerous substance and that such influence may affect the employee's physical coordination and/or mental facilities, the employee may be ordered to submit to a physical examination immediately, including but not limited to a blood test, urinalysis, hair analysis, physical coordination or other

test at a medical facility of the City's choice to establish or refute the belief. The following characteristics and factors may be used to establish a reasonable suspicion as used herein:

- a. Physical impairment or incapacity;
- b. Excessive absenteeism;
- c. Chronic lateness;
- d. Deterioration of work habits;
- e. Reduced productivity;
- f. Confidential information concerning the use of alcoholic beverages, narcotic drugs or any other controlled dangerous substances;
- g. A positive urinalysis or blood test as a result of testing during a bona fide medical exam;
- h. Involvement in a vehicular accident in which a drug- or alcohol-related charge is brought, or there is other basis for reasonable suspicion that alcoholic beverages, narcotic drugs or any other controlled dangerous substances use may have been a contributing factor;
- i. Uncharacteristic behavior; or
- j. There is a discernable odor of alcohol, narcotic drugs or any other controlled dangerous substances on the breath or person of the employee.

The refusal by an employee to submit to any analytical test

when so directed to, based upon reasonable suspicion, shall be the basis for immediate suspension, without pay, pending disciplinary action that may result in the employee's termination from City employment.

7. SAFEGUARDS FOR TESTING. All blood and urine samples will be taken at a medical facility of the City's choice and tested at a laboratory of the City's choice, both following customary laboratory procedures. The department head will escort the employee to the facility for testing. An employee being tested may, at the time the blood or urine are taken, request that a second sample be taken for storage and possible future challenge. The second sample, if requested, will be taken at the same time and in the same manner as the first, and will be secured under conditions designed to maintain the integrity of the sample. Any employee who produces a positive test result indicating the presence of alcohol, narcotic drugs or any other controlled dangerous substance will be subjected to disciplinary action up to and including termination from City employment, following grievance procedures that pertain to the employee.

8. STANDARDS FOR TESTING. The medical facility taking the sample and the laboratory at which the sample was tested will provide the City with proof that the methods used were in conformance with industry standards.

9. DISSEMINATION OF RESULTS. The facility conducting the test will send a certified copy of all test results to the City Administrator by certified mail in an appropriate mailer or envelope marked "Confidential" and to the attention of the City Administrator. The Administrator or his designee in writing will notify the employee who has been tested of the results. If the results are negative, the secondary samples that were taken will be discarded. If the results are positive, the results will be reviewed by the Mayor, Administrator, and department head, and the employee will be notified of the results in writing as soon as is practicable. The notification will include whether the results were positive or negative, and the options available to the employee. It will also advise him of his employment status and/or any disciplinary action to be taken.

10. CHALLENGE OF RESULTS. An employee who tested positive may challenge the results by giving the City Administrator written notice of his intention to do so within 10 days of receipt by him of notice of the results. If the employee claims that there is a medical reason for the positive results, the City will be allowed to discuss the claim with any physician of its choice, and the employee will waive any objection to that discussion that he might otherwise have. If the employee had had a secondary sample taken, he will be permitted to have the secondary sample tested

in the same manner and by the same laboratory as the first. All costs incurred for the secondary testing will be paid by the employee if the second results are positive, and by the City if they are negative. All scheduled disciplinary action, except suspension pending the results, will be stayed until the City Administrator receives the results of the second test. If the results are negative, the disciplinary action will be terminated, and the original results expunged from the employee's personnel file. In that event, if the employee has been on unpaid suspension pending the results, he will be paid for the time lost at his normal rate of pay. If the results are positive, disciplinary action will continue according to the Grievance procedures that pertain to the employee.

11. OPTIONS TO THE EMPLOYEE. The City may in its discretion, and with the employee's agreement, temper its disciplinary action by any or any combination of the following at the employee's expense:

- a. Enrollment of the employee in an alcohol or drug rehabilitation program;

- b. Signing of a waiver by the employee a term of which will be that return to the use of alcoholic beverages, narcotic drugs or any other controlled dangerous substance will constitute the basis for termination of the employee's City employment; or

c. Mandatory random testing of the employee for use of alcoholic beverages, narcotic drugs or other controlled dangerous substances.

12. DRIVERS WITH CDL LICENSES. Nothing contained herein will affect in any way the policies of the City regarding random testing for drivers who own a Commercial Driver's License (CDL). If there is a provision in this policy which conflicts with a provision for CDL operators, the provision for CDL operators will prevail.

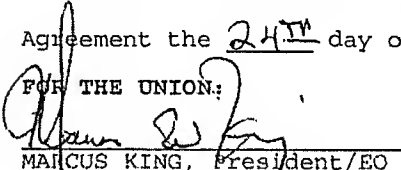
ARTICLE 40 - DURATION

(1) This Agreement shall be effective as of the 1st day of January, 2011, and shall continue in full force and effect up to and including December 31, 2013, and shall continue from year to year thereafter unless either of the parties hereto shall give to the other one hundred twenty (120) days written notice prior to its original termination date or prior to the end of any subsequent year of an intention to terminate the Agreement. Any and all changes in compensation and benefits agreed to after the said termination date shall be retroactive to the day following such termination date.


(2) In the event of an inadvertent failure by either party to give the notice set forth in Section (1) of this Article, such party may give such notice at any time prior to termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

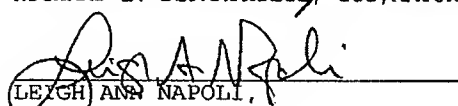
IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement the 24th day of October, 2012.

FOR THE UNION:


MARCUS KING, President/EO

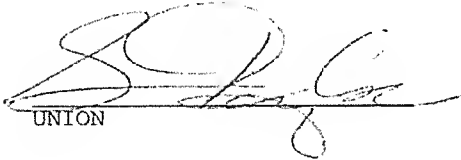
FOR THE CITY:


RICHARD L. DEPAMPHILIS, III, MAYOR


LEIGH ANN NAPOLI,
MUNICIPAL CLERK

LETTER OF UNDERSTANDING

The City will continue to provide rain gear, work gloves, rain boots and other safety equipment, as needed. The Employees of the Blue Collar Unit will use a portion of their clothing allowance to purchase yellow or orange t-shirts.


UNION


CITY

